

North Canton City Council  
Street and Alley Committee

Ordinance No. 12 - 2017

An ordinance approving, confirming and accepting a perpetual water main easement known as Parcel No. 1628433, and being part of the Southeast Quarter of Section 1, Township of Jackson, by and between the City of North Canton, an Ohio charter municipal corporation ("City"), Grantee, and Mahnbok Realty Group, LLC; 4101 Shuffel, Inc., Whitedonuts, LLC, Grantor, and declaring the same to be an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

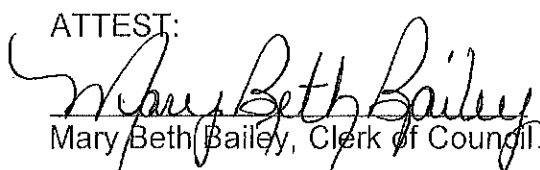
- Section 1. That a perpetual water main utility easement known as Parcel No. 1628433, by and between the City, and Mahnbok Realty Group, LLC; 4101 Shuffel, Inc., Whitedonuts, LLC, be, and the same is hereby approved, confirmed and accepted.
- Section 2. That attachments regarding this easement more fully describing the parcel and easement are attached hereto and incorporated herein as if fully rewritten herein.
- Section 3. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 4. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary for the City to have prompt access to the utility as well as sanitary sewer pipes and lines; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

Passed in Council this 16<sup>th</sup> day of February 2017

  
David Held, Mayor

Signed: 2/16, 2017

ATTEST:

  
Mary Beth Bailey, Clerk of Council

PS-90815

EASEMENT ONLY

1628429; 1628433; 10007975; TRK 15E; 1/19/17 CW

Instr: 201701190003368  
P: 1 of 5 F: \$52.00 1/19/2017  
Rick Campbell 3:16 PM EASE  
Stark County Recorder T20170001908

ALAN HAROLD  
Stark County Auditor  
FEE P

JAN 19 2017

TRANSFER APPROVED  
DEPUTY NR  
IN COMPLIANCE WITH ORC 4503

TNN

### PERPETUAL WATER MAIN EASEMENT

Parcel No.: 1628429  
Parcel No.: 1628433  
Parcel No.: 10007975

For and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Mahubok Realty Group, LLC; 4101 SHUFFEL, INC.; WHITEDONUTS, LLC; GRANTORS, do hereby give and grant unto THE CITY OF NORTH CANTON, an Ohio municipal corporation, GRANTEE, a perpetual easement to lay, re-lay, construct, install, maintain, operate, alter, inspect, repair, remove, replace, and renew at will a potable water main, and to perform any other tasks GRANTEE deems necessary or advisable in order to operate or maintain water mains, meters, connections, pipes and appurtenances in accordance with the ordinances, rules, and regulations of Grantee, which are now in effect or may be adopted hereafter, including the right of ingress and egress at any time to and from such utility and all appurtenances thereto on, under and through the following property, a/k/a the "Easement Area":

#### SEE ATTACHED EXHIBIT "A"

It is agreed by and between Grantor and Grantee as follows:

1. That the Grantee shall have the right to remove fences, shrubbery, plants, trees, landscaping, lawns, driveways, walkways, and paving within the Easement Area during initial construction or future maintenance of the utility and all appurtenances thereto. The Grantee shall be responsible to restore the surface area of the easement, disturbed by Grantee, to as closely as possible to its condition at the time of construction or maintenance. The Grantee will pay reasonable damages for items which cannot be restored or repaired. If the amount of said damages cannot be mutually agreed upon, the same shall be ascertained and determined by three disinterested persons; one appointed by the Grantor, one by the Grantee, and the third by the two so appointed. The award of such three persons shall be final and conclusive.
2. That no building or structure of any kind shall or will be erected within the easement area by Grantor, nor shall anything be placed in the vicinity of the easement which might be injurious to the utility. However, nothing herein shall interfere with the right of Grantor to place driveways, parking areas, or walkways in said easement. Grantor shall not change the ground elevation, within the easement area, without approval of Grantee.
3. That the Grantor may extend across, or grant easements to others to extend across said easement area to minimum acceptable clearances as determined by the Grantee.
4. That Grantor shall indemnify, defend and hold harmless Grantee from any and all claims, liabilities, damages, actions, costs and expenses or complaints, including reasonable attorney fees, arising out of Grantor's use of the Easement Area.

000531

5. That upon removal of said utility and all appurtenances thereto, the Easement Area shall be restored as closely as possible to its then condition at the time of removal.
6. That this grant shall be binding upon the Grantor and Grantee and shall inure to the benefit of their respective heirs, executors, administrators, successors, and assigns forever.
7. That Grantor covenants with Grantee that it is well seized of the Easement Area as a good and indefeasible estate in fee simple and has the right to grant and convey the Easement Area in the manner and form described above. Grantor further covenants that it will warrant and defend the premises with the appurtenances thereunto belonging to Grantee against all lawful claims and demands whatsoever for the purposes described herein.
8. That this easement is subject to all matters of record.

IN WITNESS WHEREOF, the undersigned grantor(s) have caused their name to be subscribed to this Perpetual Water Main Easement this 10<sup>th</sup> day of January, 2017.

**GRANTOR(S):**

**Mahnbok Realty Group, LLC**  
By: **Kun W. Nam, President**

**Parcel No. 1628429**

(Signed Name) K. N. M.

**NOTARY:**

STATE OF OHIO )  
 ) SS:  
COUNTY OF STARV )

Before me, a Notary Public in and for said County, personally appeared Kun W. Nam, President of Mahnbok Realty Group, LLC, who acknowledged that they did sign the foregoing instrument and that it is their free act and deed.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal a this 10th Day of January, 20 16.

STATE OF OHIO  
IN THE TEST  
10th D

Notary Public *Brian E. Mann,*  
4774 MUNSON

542]

BRIAN B. NAM, ESQ. (0070531)  
4774 MUNSON STREET N.W., SUITE 404  
CANTON, OHIO 44718  
TELEPHONE: (330) 515-1060

MY COMMISSION DOES NOT EXPIRE  
O.R.C. 147.

ps-90813

4101 SHUFFEL, INC.  
By: Bryce Custer, Managing Partner

Parcel No. 1628433

Bryce Custer, Managing Partner  
(Signed Name)

**NOTARY:**

STATE OF OHIO )  
 ) SS:  
COUNTY OF Stark )

Before me, a Notary Public in and for said County, personally appeared Bryce Custer, Managing Partner of 4101 Shuffel, Inc., who acknowledged that they did sign the foregoing instrument and that it is their free act and deed.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal a this

3<sup>rd</sup> Day of January, 2017.

Daniel J. Spring  
Notary Public



Daniel J. Spring  
Notary Public, State of Ohio  
My Commission Expires 04-18-2020

WHITEDONUTS, LLC  
By: Stew White, Member

Parcel No. 10007975

Stew White  
(Signed Name)

**NOTARY:**

STATE OF OHIO )  
 ) SS:  
COUNTY OF Stark )

Before me, a Notary Public in and for said County, personally appeared Stew White, Member of Whitedonuts, LLC, who acknowledged that they did sign the foregoing instrument and that it is their free act and deed.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal a this

6 Day of January, 2017.

Jessica D. Shackie  
Notary Public

This instrument prepared by: City of North Canton  
145 North Main Street  
North Canton, OH 4720



Seal

Jessica D. Shackie  
Notary Public, State of Ohio  
My Commission Expires 09-17-2020

PS-90815

**EXHIBIT "A"**  
**20' WATER MAIN EASEMENT**

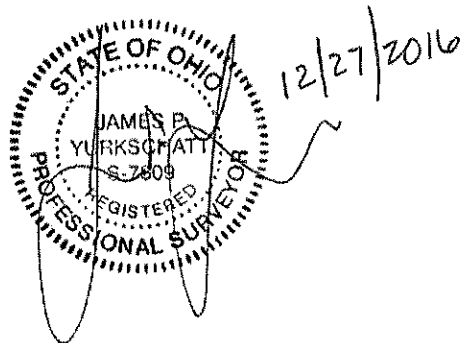
Situated in the State of Ohio, County of Stark, Township of Jackson (T-11, R-9), being part of the Southeast Quarter of Section 1 and being further bounded and described as follows:

Beginning at a Standard Stark County Monument (-JAC026-) found and held marking the Northeast corner of the Southeast Quarter of Section 1. Thence N 88°21'31"W, along the North line of the Southeast Quarter of Section 1, a distance of 163.29' to a point thereon and being on the Westerly right-of-way limits of Pittsburg Avenue NW (width varies). Thence S 09°54'57"W, along the Westerly right-of-way limits of Pittsburg Avenue NW, a distance of 29.46' to a point thereon being the **TRUE PLACE OF BEGINNING** for the easement area described herein;

- 1.) Thence continuing S 09°54'57"W, along the Westerly right-of-way limits of Pittsburg Avenue NW, a distance of 20.19' to a point thereon;
- 2.) Thence N 87°56'00"W, a distance of 171.81' to a point;
- 3.) Thence S 02°30'44"E, a distance of 125.61' to a point;
- 4.) Thence S 08°49'48"W, a distance of 211.18' to a point;
- 5.) Thence S 36°33'33"W, a distance of 45.90' to a point on the Northerly right-of-way limits of Shuffel Street NW (width varies);
- 6.) Thence along the Northerly right-of-way limits of Shuffel Street NW and the arc of a curve to the right having a radius of 904.93' a delta angle of 01°23'01", a chord bearing N 77°11'34"W for 21.85', an arc length of 21.85' to a point thereon;
- 7.) Thence N 36°33'33"E, a distance of 49.77' to a point;
- 8.) Thence N 08°49'48"E, a distance of 204.25' to a point;
- 9.) Thence N 02°30'44"W, a distance of 145.29' to a point;
- 10.) Thence S 87°56'00"E, a distance of 196.23' to the **TRUE PLACE OF BEGINNING** and containing 0.264 acres of land as surveyed by Campbell & Associates, Inc., under the supervision of James P. Yurkschatt, P.S.-7809, in December of 2016.

The SCGRS points used as reference stations to establish the datum are designated as JAC025 and JAC026.

The bearing between reference monuments is N 88°21'31"W as based on Grid North. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the project combined factor (PCF) of 0.99989476.





PS-90815

SCALE: 1"=60'

STARK COUNTY  
MON. (JAC025)

N 88°21'31" W  
2696.62'

N. LINE S.E. QTR. SECT. 1

L10

L3

MAHNBOK REALTY GROUP, LLC  
INSTR. #201611280047857  
PARCEL NO. 1628429

4101 SHUFFEL, INC.  
VOL. 1156, PG. 424  
PARCEL NO.  
1628433

PROPOSED  
20' WATER MAIN  
EASEMENT  
11501 S.F.  
0.264 AC.

WHITEDONUTS LLC  
PARCEL NO. 10007975

PITTSBURG AVENUE N.W.

ORION ST. N.W.

N 88°21'31" W  
163.29'

TRUE POINT  
OF BEGINNING

POINT OF  
BEGINNING

STARK COUNTY  
MON. (JAC026)

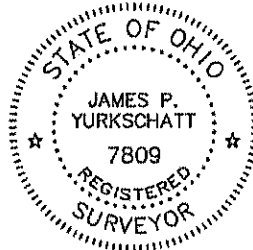
NE QTR SECT 1  
SE QTR SECT 1

#### LINE TABLE

L1	S 09°54'57" W	29.46'
L2	S 09°54'57" W	20.19'
L3	N 87°56'00" W	171.81'
L4	S 02°30'44" E	125.61'
L5	S 08°49'48" W	211.18'
L6	S 36°33'33" W	45.90'
L7	N 36°33'33" E	49.77'
L8	N 08°49'48" E	204.25'
L9	N 02°30'44" W	145.29'
L10	S 87°56'00" E	196.23'

#### C1

Δ=01°23'01"  
R=904.93'  
L=21.85'  
T=10.93'  
Ch=21.85'  
C.B.=N 77°11'34" W



CAMPBELL &  
ASSOCIATES, INC.  
Land Surveying

### EXHIBIT "A" WATER MAIN EASEMENT EXHIBIT

STATE OF OHIO, COUNTY OF STARK, TOWNSHIP OF JACKSON  
KNOWN AS BEING PART OF THE SOUTHEAST QUARTER  
OF SECTION 1, (T-11, R-9)

3405 Fortune Drive  
Suite 100  
Akron, Ohio 44312  
(330) 945-4117  
www.campbellsurvey.com

DATE: 12/27/16

BY: RJH

JOB NO. 20160033